ROCKAWAY JET SKI LLC

375 Beach 92nd Street, Rockaway Beach, NY 11693 (718) 318-0111

WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I the undersigned have requested and have been granted permission to enter the location/premises occupied by the business known as Rockaway Jet Ski LLC hereinafter referred to as "RJS" to rent or operate a personal watercraft, hereinafter referred to as "PWC" and/or participate in water sports related activities including but not limited to jet skiing, kayaking, tube riding, waterskiing, wakeboarding, stand up paddle, and other activities offered by RJS or its partners.

In consideration of being permitted to enter the premises of RJS, and rent, operate, ride upon any PWC or participate in any watersports related activities I for myself, my personal representative, heirs, next of kin, executors, administrators, successors, hereby fully understand and accept that operating a PWC or being a passenger upon a PWC and participating in other watersport related activities that are offered by RJS and that I will be participating in are inherently dangerous activities and involve risks of damage to personal property, as well as dangers of serious bodily injury, including but not limited to permanent disability, paralysis, and even death.

I fully understand these inherent dangers and risks maybe caused by my own actions or inactions as well as the actions or inactions of others including rescue operations or the absence of rescue operations. I fully assume all such risks and responsibility and agree to indemnify, defend, release, forever discharge and hold harmless RJS, Thai Rock LLC, Thai Rock Holdings LLC, the owners and operators of the PWC and any watersports related activities as well as any of its partners, members, owners, agents, employees, officers, directors, successors from any and all claims, litigation expenses, demands, losses, debts, contracts, expenses, causes for action, lawsuits, damages, judgments and liabilities of every kind that may arise from or are in any way related to my activities/actions while participating in use of a PWC or other watersports related activities from RJS and its partners.

I understand that operating and riding upon a PWC or participating in water sport related activities offered by RJS may pose a hazard, risk, danger to persons with pre-existing physical injuries or conditions and I am in good health and proper physical condition and I am not under the influence of any drugs, alcohol, or any other substance that could impair my mental or physical abilities. I do not suffer from any physical or mental conditions that may be aggravated by the participation in such activities or affect my ability to operate or ride upon a PWC or participate in any water sports related activities.

I further understand that operating a PWC or participating in any watersports activities may test my physical and mental limits, and exposes me to dangers associated with these activities. These dangers include, without limitations: collisions with other vessels, persons, fixed objects objects in the water; exposure to the elements; mechanical breakdown; loss of control of the vessel; falling off the vessel; sinking of the vessel; drowning; and other dangers known or unknown. I understand these dangers and assume the risk of ham presented by these damages. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately notify the nearest representative and discontinue further participation in the activity.

I assume all risks of property damage, serious bodily injury, permanent physical damage, and even death whether due to my own actions or negligence, or the actions or negligence of another while upon the premises, operating or riding upon a PWC or while participating in any watersports activities sponsored by RJS or its partners. I will not participate in any PWC or watersport related activities if I do not understand any part of any risks, materials, rules, details, regulations, or instructions provided to me by RJS and its partners.

I hereby grant permission to RJS to photograph my image, likeness, or depiction and/or that of the minor children named herein. I hereby grant RJS permission to edit such photographs, and waive any right to inspect the final photographs. I hereby consent to and permit photographs of me and/or those of the minor children named herein to be used by RJS for any purpose, including, but not limited to advertisement, and in any medium, including print and electronic. I understand that RJS may use such photographs with or without associating names thereto. I further waive any claim for compensation of any kind for RJS's use or publication of photographs of me and/or those of the minor children named herein.

I hereby fully and forever discharge and release RJS from any claim for damages of any kind (including, but not limited to, invasion of privacy; defamation; false light or misappropriation of name, likeness or image) arising out of the use or publication of photographs of me and/or those of the minor children named herein by RJS, and covenant and agree not to sue or otherwise initiate legal proceedings against RJS for such use or publication on my own behalf or on behalf of the minor children named herein. All grants of permission and consent, and all covenants, agreements and understandings contained herein are irrevocable.

I understand that my decision to rent from RJS is my choice and I understand and agree to all terms and conditions of this waiver of liability and indemnity agreement. I understand that this agreement applies to me and any and all persons under the age of 18 listed below for which I am the parent or legal guardian. I am giving consent for any and all persons below to participate as a passenger on the PWC or participate in watersports related activities from RJS and at this time I am the parent or legal guardian of the person.

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Print Name	Date of Birth	Signature	Date	
Parent/Legal	Parent/Legal		Date	
Guardian Name	Guz	ardian Signature		
Name of person(s) for 1.	which I am the parent/legal guardi	an and to be included in this waiver		
2.				
3.				
4.			Kel caken	7
5.			METEGROVE	7
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